

Southern Pacific Transportation Company

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1000

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ATTORNEYS
WRITER'S DIRECT DIAL NUMBER
(415) 541-1757

March 6, 1989

9-068A016

RECORDATION NO 7191-R
FILED 1478

MAR 9 1989 - 11 05 AM

INTERSTATE COMMERCE COMMISSION

Date 3/9/89

Fee \$ 13

ICC Washington, D. C.

FEDERAL EXPRESS

Ms. Noreta F. McGee
Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue
Washington, D.C. 20423

RE: I.C.C. Finance Docket No. 27488 --
Southern Pacific Transportation Company
Equipment Trust Agreement, Series 62

Dear Ms. McGee:

There are enclosed for recording, pursuant to the provisions of Title 49, United States Code, Section 11303, the original and four (4) fully executed counterparts of Assignment and Transfer of Certain Road Equipment, dated as of March 1, 1989, creating Southern Pacific Transportation Company Equipment Trust, Series 62, together with voucher in payment of the recording fee.

The following documents have been recorded with the Commission under Section 11303 in this matter:

Equipment Trust Agreement dated as of October 15, 1973, recorded on October 24, 1973, at 3:05 PM, assigned Recordation No. 7191;

Ms. Noreta F. McGee
Page Two
March 6, 1989

First Supplement to Equipment Trust Agreement
dated as of December 7, 1979, recorded on
December 17, 1979, at 1:20 PM, assigned
Recordation No. 7191-A;

Second Supplement to Equipment Trust Agreement
dated as of October 31, 1983, recorded on
December 6, 1983, at 2:40 PM, assigned
Recordation No. 7191-B;

Third Supplement to Equipment Trust Agreement
dated as of June 1, 1984, recorded on June 19,
1984, at 3:10 PM, assigned Recordation No.
7191-C;

Fourth Supplement to Equipment Trust Agreement
dated as of May 15, 1985, recorded on June 6,
1985, at 12:55 PM, assigned Recordation No. 7191-D;

Fifth Supplement to Equipment Trust Agreement
dated as of March 31, 1986, recorded on April 29,
1986, at 9:55 AM, assigned Recordation No. 7191-E;
and

Assignment and Transfer of Certain Road Equipment
dated as of March 31, 1986, recorded on April 29,
1986, at 9:55 AM, assigned Recordation No. 7191-F.

Sixth Supplement to Equipment Trust Agreement
dated as of June 1, 1987, recorded on July 21,
1987, at 1:30 PM, assigned Recordation No. 7191-G;

Assignment and Transfer of Certain Road Equipment
dated as of June 1, 1987, recorded on July 21, 1987,
at 1:30 PM, assigned Recordation No. 7191-H;

Seventh Supplement to Equipment Trust Agreement
dated as of May 31, 1988, recorded on June 20, 1988,
at 2:30 PM, assigned Recordation No. 7191-I; and

Assignment and Transfer of Certain Road Equipment
dated as of May 31, 1988, recorded on June 20, 1988,
at 2:30 PM, assigned Recordation No. 7191-J.

In connection with the recording of the Assignment
and Transfer, dated as of March 1, 1989, to the Equipment
Trust Agreement dated as of October 15, 1973, the following
information is set forth in accordance with the provisions
of Section 57.4 of the Commission's Order of July 28, 1952,
as amended:

Ms. Noreta R. McGee
Page Three
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Name and Address of Trustee - Lessor:

First Pennsylvania Bank, N.A.
30 South 30th Street
Philadelphia, PA 19104

Name and Address of Guarantor - Lessee:

Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, CA 94105

General Description of the Equipment Covered by the
Assignment and Transfer of Certain Road Equipment:

Number of
Units

Description

3	Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9332, 9339 and 9341.
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When the recording of the Assignment and Transfer has been completed, will you kindly endorse, with the pertinent recording information, all executed counterparts thereof which are presented to you, and return four (4) of the same to the undersigned via air courier.

Very truly yours,



Louis P. Warchot
General Attorney

Enclosures

cc: Mr. E. L. Johnson
(Attn: Mr. C. D. Tyler)

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

3/10/89

Louis P. Warchot
General Atty
Southern Pacific Transportation Co.
Southern Pacific Building
One Market Plaza
San Francisco, Calif. 94105

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C.

11303, on at , and assigned re-
cordation number(s). 3/9/89 11:05am

7191-K

7765-N

7765-O

7855-S

7855-T

Sincerely yours,

Narita L. McEneaney

Secretary

Enclosure(s)

RECORDATION NO

7191-K
FILED 1475

MAR 9 1989 -11 05 AM

INTERSTATE COMMERCE COMMISSION

SOUTHERN PACIFIC TRANSPORTATION COMPANY

EQUIPMENT TRUST

SERIES 62

ASSIGNMENT AND TRANSFER OF CERTAIN ROAD EQUIPMENT

Dated as of March 1, 1989

FIRST PENNSYLVANIA BANK, N.A.

- TO -

SOUTHERN PACIFIC TRANSPORTATION COMPANY

ASSIGNMENT AND TRANSFER OF CERTAIN RAILROAD EQUIPMENT,
dated as of the first day of March, 1989, by FIRST
PENNSYLVANIA BANK, N.A. (formerly The First Pennsylvania
Banking and Trust Company), a corporation duly organized and
existing under the laws of the Commonwealth of Pennsylvania,
Trustee under the Equipment Trust Agreement hereinafter
mentioned (hereinafter called the "Trustee"), to SOUTHERN
PACIFIC TRANSPORTATION COMPANY, a corporation duly organized
and existing under the laws of the State of Delaware (herein-
after called the "Company").

WHEREAS, by a certain Equipment Trust Agreement, bearing
date as of October 15, 1973, by and between the Trustee and
the Company (hereinafter called the "Equipment Trust
Agreement"), there was constituted the "Southern Pacific
Transportation Company Equipment Trust, Series 62," pursuant
to which Trustee leased certain railroad equipment to the
Company, upon the terms and conditions therein set forth; and

WHEREAS, certain locomotives comprising said Trust
Equipment, a list of which is attached as Exhibit A, have
become unsuitable for use by the Company (hereinafter called
"Unsuitable Equipment"), and in accordance with the provisions
of said Equipment Trust and in anticipation and consideration
of the release of such Unsuitable Equipment, the Company has
deposited with the Trustee an amount in cash equal to the fair
value of the Unsuitable Equipment (hereinafter referred to as
"Cash Deposit").

WHEREAS, the Company has well and truly performed all of the covenants and conditions on its part to be performed under the said Equipment Trust Agreement, including all payments required of it to be made, and as a result of such good standing and by virtue of the Cash Deposit and the Trustee's acceptance of the Cash Deposit to the Equipment Trust Agreement thereto, the Company is now entitled to the release of the aforesaid Unsuitable Equipment under Section 4.09 of said Equipment Trust Agreement.

NOW, THEREFORE, THIS INDENTURE WITNESSETH THAT:

In consideration of the premises and of other good and valuable considerations, receipt of which is hereby acknowledged, the Trustee does hereby sell, assign, transfer and set over unto the Company all of the Unsuitable Equipment which is specifically described herein and covered by the Equipment Trust Agreement.

TOGETHER with all right, title and interest now owned or hereafter acquired by the Trustee in and to the said Unsuitable Equipment.

TO HAVE AND TO HOLD all and singular the said equipment and the said attendant rights to the Company, its successors and assigns, for its and their own use and behoof forever;

AND the Trustee hereby covenants with the Company, its successors and assigns, that the Trustee has not done, permitted, executed or suffered, and that neither it nor its successors or assigns will do, commit, execute or suffer any


act, matter or thing whatsoever which is calculated to or which will or may impugn, impair, defeat or cast doubt upon the clear, absolute and indefeasible title given to the Company by these presents.

The Trustee does hereby constitute and appoint GEORGE J. RAYZIS to be its attorney, for it and in its name and as and for its corporate act and deed to acknowledge this instrument before any person having authority by the laws of the Commonwealth of Pennsylvania or elsewhere to take such acknowledgment, to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Trustee, acting in accordance with the terms and conditions of the said Equipment Trust Agreement, with respect to the above-described Unsuitable Equipment, has caused these presents to be signed in its name and its corporate seal to be hereunto affixed, duly attested, this 6th day of March, 1989.

FIRST PENNSYLVANIA BANK, N.A.

By


Corporate Trust Officer

Attest:

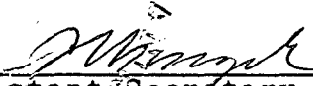

Assistant Secretary

EXHIBIT A

Number of
Units

3

Description

Diesel Locomotives; General Motors Corporation (Electro-Motive Division), builder; lettered SP and numbered 9332, 9339 and 9341.

COMMONWEALTH OF PENNSYLVANIA)
) ss.
CITY AND COUNTY OF PHILADELPHIA)

On this 6th day of March, 1989, before me personally appeared GEORGE J. RAYZIS, to me personally known, who, being by me duly sworn, says that he is Corporate Trust Officer of FIRST PENNSYLVANIA BANK, N.A.; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Lynne N. McCorry
Notary Public

My commission expires:

